



Ed Norcia  
Territorial Sales Leader  
55 Capital Boulevard  
Rocky Hill, CT 06067  
(860) 380-2426

February 7, 2017

Abner Joseph  
571 Dudley St Ste A  
Boston, MA 02125

Dear Abner Joseph:

This letter is notice that Allstate Insurance Company is terminating your Allstate R3001S Exclusive Agency Agreement ("Agreement") effective June 1, 2017. The termination is pursuant to Section XVII.B2 of the Agreement, and you must immediately cease representing Allstate. Allstate is taking this action for reasons that include failure to attain variable licensing within the required timeframe.

Your obligations to Allstate are stated in the Agreement. The Agreement requires that you must, among other things:

- Immediately return all property belonging to Allstate including all manuals, equipment, and any materials bearing any Allstate service mark or trade name;
- Immediately cease to use any telephone numbers used to conduct Allstate business from the former sales location; and
- Immediately cease and desist from any and all use of Allstate service marks and trade names.

You may have the option of accepting a termination payment from Allstate or selling the economic interest to an approved buyer as outlined in the Independent Contractor Manual and the Supplement for the R3001S Agreement. If you are eligible for and elect the termination payment option, you will receive such payment calculated and paid in accordance with the Supplement for the R3001S Agreement. Please note the termination payment is conditioned upon, for example, compliance with the confidentiality and non-solicitation provisions that survive the termination of the Agreement and the immediate return of all Allstate property.

If you elect to sell the economic interest in the book of business, Allstate has the absolute right of approval of the buyer. The buyer must meet Allstate's eligibility requirements. If Allstate approves a proposed buyer, the sale must be completed on or before June 1, 2017 and must be effective on the first day of that or any earlier month. If you do not present a buyer or the buyer that you present is not approved, we will process the termination payment as described above.

If you elect, you may sell your interest in any assigned risk policies you may own. After the Agreement terminates, you will continue to receive commissions on existing assigned risk policies processed by Allstate that you retain, if any. Also, if you elect, you may seek to transfer any flood policies you may have produced subject to such rules and policies that are applicable to flood business.

Please contact me with any questions you have regarding the termination process.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Norcia".

Edward Norcia  
Territorial Sales Leader

A large, stylized handwritten signature in blue ink, appearing to read "ABNER JOSEPH".



Edward Norcia  
Territorial Sales Leader  
55 Capital Boulevard  
Rocky Hill, CT 06067  
(860) 380-2426

February 7, 2017

Joseph Abner  
571 Dudley St Ste A  
Boston, MA 0215

Dear Joseph;

As you move forward, please be reminded of the confidentiality and restrictive covenant obligations contained in your R3001S Exclusive Agency Agreement which apply following the termination of your agency relationship with the Company. As stated in that Agreement, upon the termination of your relationship with the Company, you agree that, for a period of one (1) year following the termination, you will not solicit the purchase of products or services in competition with those sold by the Company:

- with respect to any person, company or organization to whom you or anyone acting on your behalf sold insurance or other products or services on behalf of the Company and who is a customer of the company at the time of termination of your Agreement;
- with respect to any person, company or organization who is a customer of the Company at the time of termination of your R3001 Agreement and whose identity was discovered as a result of your status as an Allstate Agent, or as a result of your agency's access to confidential information of the Company, or;
- from any office or business site located within one mile of the agency sales location maintained at the time of termination of your R3001 Agreement.

Additionally, you must immediately return all property belonging to the Company, or dispose of it in such a manner as the Company specifies in the Allstate Agency Standards. This includes any and all copies of customer lists and customer contact information recorded, whether in paper or electronic form, in addition to reports, manuals, applications, and any other material you have in your possession which is the property of Allstate.

A breach of these provisions allows Allstate to withhold any or all remaining termination payments, and to pursue injunctive relief, monetary damages, attorney fees and expenses.

If you have any questions regarding your obligations upon the termination of your relationship with the Company, please contact your FSL Scott Blume at 860-384-3120 for clarification.

Sincerely,

Territorial Sales Leader